



Whereas

- DUCATI MOTOR HOLDING S.p.A., A Sole Shareholder Company, A Company subject to the Management and Coordination activities of AUDI AG, legal residence Via Cavalieri Ducati n. 3, VAT 05113870967, ("Ducati") developed a project named "Ducati Official Club" ("D.O.C.") open to those clubs that share a passion for Ducati motorcycles and the values outlined in more detail below, and undertake to observe these regulations (the "Regulations");
- Clubs that become affiliated to the "Ducati Official Club" and as such obtain the qualification of "D.O.C." receive certain privileges and services made available by Ducati with an aim to support their activities;
- The club has read these Regulations and intends to accept them and undertake to observe them in full, and hereby applies to become a D.O.C. by having the Regulations duly signed and every page thereof initialled by an authorised signatory and returning them to Ducati, that will decide – at its sole discretion – whether to grant the club the D.O.C. qualification and provide the associated benefits as listed below.

DUCATI OFFICIAL CLUB REGULATIONS

Article 1 – Mission, goal, purpose

1.1 Mission

The D.O.C. brings together persons who have a passion for the Ducati brand and promotes such passion, sharing the values and vocation of the brand, as well as the company's mission to conceive, design and manufacture premium-brand sports motorcycles with exclusive Italian design, distinctive features and superior performance proven at race tracks throughout the world.

Style, Sophistication, Performance and Trust are Ducati's core values. Ducati bikes are the result of technique, design and passion. The Italian style essence can be found in the lines of each bike, where lightness, technology and high performance serve all enthusiasts who want to live an incredible experience on two wheels.



The highest quality standards, constant innovation and attention to safety are just some of the features that identify Ducati bikes and guide the development of each new product.

1.2 Goal

The goal of D.O.C.s is to share the values of the Ducati brand in their respective territories by bringing together persons who share the same interests, and bringing them closer to the Ducati world by organising and taking part in activities aimed to build an active, dynamic community that shares the same passion.

To this end, the D.O.C.s cooperate with Ducati and all stakeholders that are part of the "Ducati company" system, such as employees, co-workers, dealers, suppliers, licensees and sponsors, to promote the Ducati passion.

1.3 Purpose

The main purpose of all D.O.C. activities must be to share motorcycle passion around the Ducati brand through multiple experiences in compliance with the laws in force where each D.O.C. is based and with the values of the brand.

Article 2 – Support from Ducati

2.1 General

Ducati will support the D.O.C.s in their activities centred around the passion for Ducati motorcycles organised by the D.O.C.s by providing certain services and benefits reserved for them.

2.2 Digital platform

Ducati will make available to D.O.C.s a digital platform offering certain features, including:

- Management of club affiliation process.
- Insertion and sharing of events calendar organised by the club.



- Possibility to manage the contacts of active and potential members so as to communicate and share the club's activities and initiatives. It is understood that such activities as well as any activities that involve the processing of personal data shall be carried out in compliance with applicable data protection laws.
- Dedicated area for communications with Ducati to manage any support requests in a structured way.

2.3 Exclusive benefits for D.O.C.s

Ducati may provide the D.O.C.s with the following benefits, subject to compliance by the club with the conditions expressed in art. 3 of these Regulations:

- **Visibility**

Ducati undertakes to give visibility to D.O.C.s on its websites and posting a link to the D.O.C.'s website on its site; likewise, the D.O.C. shall provide a link from its website to the relevant Ducati site for that geographic area free of charge. Ducati may emphasize D.O.C. initiatives on its websites, provided that the publishing conditions established by Ducati are complied with.

- **President kit**

Ducati undertakes to send to all D.O.C.s the "President Kit" certifying the official acknowledgement of the club for the current year.

- **Benefits for members**

- D.O.C. Membership Kit containing the D.O.C. card and other gadgets.
- Free guided tour of the Ducati Factory.
- Free access to the Ducati Museum.
- Participation in events and activities, such as the following, on favourable conditions:
 - › World Ducati Week (WDW)
 - › Ducati Riding Academy
 - › Industry fairs
- Access to annual agreements with Ducati partners and suppliers.



It is understood that the aforementioned benefits may be granted by Ducati only and exclusively to members correctly entered into the platform, registered on the Ducati website and whose consent to the processing of personal data by Ducati Motor Holding has been duly given.

- **Training**

Ducati aims at developing training and updating activities reserved to the D.O.C.s on various topics being significant for the company.

Article 3 – Requirements and fulfilments

3.1 Eligibility for D.O.C. affiliation

Any club or entity, with or without legal personality, governed by rules in compliance with the laws and regulations in force in its respective territory may submit an application for affiliation to D.O.C., by accepting these Regulations in full and fulfilling the formalities established hereunder.

A collaboration with an official Ducati Dealer is a prerequisite, as this latter will have to confirm its support to the club to make its annual membership effective.

It is understood that the required information to be provided to Ducati must be true, accurate and complete. Failure to fulfil this obligation will result in refusal of affiliation or loss of qualification for affiliated clubs, without prejudice to the provisions under art. 3.8.

Ducati reserves the right to accept and consider, at its sole discretion, applications for new affiliation or for renewal of existing affiliation from D.O.C.s who have obtained the qualification in the past.

In any case, for the affiliation it will be essential to get a positive outcome in the preliminary verification, according to Ducati's internal compliance processes, of the absence of elements that indicate incompatibility with the Ducati values set out in the Ducati Code of Ethics with reference to the club and the President of the club.



3.2 Prohibitions and obligations

D.O.C.s may not pursue any commercial, political or religious purposes and may not under any circumstances carry out activities in competition with Ducati or with Ducati dealers, its partners, licensees or suppliers, or in contrast with any activity carried out by Ducati; failure to comply with this provision shall result in loss of qualification as D.O.C. effective immediately.

D.O.C.s agree to obtain Ducati's written consent before engaging in any activities which may involve other entities/brands that may be in conflict/competition with Ducati.

D.O.C.s undertake to perform activities in compliance with the law and applicable regulations in force in the place where they operate and to not make improper use of the benefits granted by Ducati in any way.

D.O.C.s are fully independent, separate and autonomous from Ducati and under no circumstances shall Ducati be held liable for D.O.C.'s activities.

3.3 Ducati Code of Ethics

D.O.C.s undertake to observe the "Ducati Code of Ethics" (Annex 2) which defines the founding principles and values of the brand to which the D.O.C. are required to align themselves in the performance of their activities and in their relations with third parties.

In the event that the D.O.C. is found to have violated any of the principles contained in the Ducati Code of Ethics, the qualification of D.O.C. may be revoked by Ducati and the D.O.C. shall indemnify and hold harmless Ducati from any liability/claim of third parties/reputation damage that may arise.

3.4 Road safety

In line with Ducati's activities aimed to promote road safety, the D.O.C. commits to encourage the use of motorbikes on the basis of safety criteria and in compliance with the reference regulations, accepting as of now to divulge any Ducati initiatives in this regard.



3.5 Minimum membership

In order to qualify as a D.O.C., clubs shall have a minimum membership, which is established by Ducati according to geographic area and number of Ducati motorcycles in the field in that area. Indications for the year 2022 are as follows:

- Asia/Africa/South America/Eastern Europe: minimum membership of 25 including President and members of the board of management.
- North America/Europe/Oceania: minimum membership of 50 including President and members of the board of management.

3.6 Affiliation process

There are two types of affiliation application process aimed at obtaining the "D.O.C." qualification.

New affiliation:

- i. The President of the club is required to send the application through the dedicated section of Ducati website, by providing all the requested information.
- ii. After Ducati has verified compliance of the preliminary information provided, the President receives temporary access rights to the platform in order to complete the affiliation application process.

There is no fixed submission term for the new D.O.C. affiliation process during the calendar year, and an affiliation application can be submitted at any time during the year.

After these activities are completed and Ducati has approved the application, Ducati will inform the applicant that the process has been completed successfully and the club has obtained the D.O.C. qualification.

Affiliation renewal:

- i. At each renewal it is required to accept and sign the Regulations in force on the renewal date.
- ii. The President of the club will check and update the club information as registered on the platform.
- iii. At each renewal a formal approval is required confirming the co-operation of the official reference Ducati Dealer.



After these activities are completed and Ducati has approved the application, Ducati will inform the applicant that the process has been completed successfully and the club maintains the D.O.C. qualification.

3.7 Analysis and reporting activities

Ducati reserves the right to monitor D.O.C. member's satisfaction by sending them communications in compliance with data protection law in force.

Ducati also reserves the right to raise at any time the incompatibility of the D.O.C. with the ethical values of the brand.

The D.O.C. undertakes to submit six-monthly reports on club affairs, successful/unsuccessful outcome of club activities, operation of internal organisation and activities aimed at attracting new members.

3.8 D.O.C. activities

Below is a list of possible D.O.C. activities. This list is by no means exhaustive.

- Promoting events to ride Ducati motorcycles;
- Organising social events to share the passion for motorcycles with appropriate frequency;
- Setting up a calendar of activities – 5 a year as a minimum – to be published on the platform;
- Communicating with Ducati to obtain detailed information on Ducati products/services;
- Taking part in national/international events organised by Ducati, with a club delegation;
- Promoting and organising “creative” and/or charitable events aimed, among other things, at promoting the image and social acceptance of motorcycle;
- Posting timely, coherent reports (texts, images and video clips) on club activities on the platform.

3.9 Entry of data in the platform

The D.O.C. warrants that the information entered in the platform and in general provided to Ducati is true, accurate and correct and accepts any and all liability in this regard. Failure to fulfil this obligation may lead to withdrawal of D.O.C. qualification by Ducati and the



D.O.C. shall indemnify and hold harmless Ducati against any and all liability/third party's claims resulting from inaccurate entry and/or communication of information.

Article 4 – D.O.C. organisation

4.1 Democratic organisation

D.O.C.s must be built on a democratic structure so as to provide access to all club members to the election of club officials and bodies.

Ducati encourages clubs to select managing bodies through a democratic election process at a meeting at which the majority of D.O.C. members are represented. Elections should be held every two years as a minimum.

Each D.O.C. should have the following offices as a minimum: President, Vice President, Secretary and Treasurer. Their respective duties are outlined in more detail below.

Ducati reserves the right to determine whether the organisation complies with the democratic principles outlined in these Regulations.

4.2 President

The D.O.C. President is responsible for the club, is its legal representative, promotes all activities in compliance with these Regulations, guarantees the democratic management of club affairs, is the key contact with Ducati and the Local D.O.C. contact person designated by Ducati.

4.3 Vice President

The Vice President is responsible for D.O.C. activities in the territory. He manages D.O.C. initiatives inspired by the suggestions provided in paragraph 3.8. of these Regulations; prepares the calendar of events at the beginning of each year; organizes activities, informs members of such activities and documents activities (photos, video, texts) to share them with Ducati and the other clubs. He co-operates with Ducati to offer an evaluation of events with a nation-wide audience and helps select partners to be involved in such



activities. Finally, he is an ambassador at the club's members regarding issues relates to safe riding and observance of applicable law and responsible behaviour among D.O.C. members.

4.4. Secretary

The Secretary to the D.O.C. fulfils formalities relating to club activity, such as the management of the members' details and the data entry in the system. He organizes the meetings of the Board of Management and of club members and writes meeting reports where required. He ensures that members fill any insurance documents/liability waivers for test rides and/or track days. He sets up, maintains and keep up-to-date the D.O.C. document archive.

4.5 Treasurer

The Treasurer of the D.O.C. takes care of accounting/administration, prepares yearly budgets and year-end reports; collects membership fees (if any) from members, allocates resources to activities as agreed with the other members of the Board of Management and with the President; manages cash flows from activities and draws up at least annual financial reports for submission to the Board of Management and members; keeps track of revenues and expenses arising out of D.O.C. fulfilments with due care and promptly informs the competent body of any deviations from budget plans. Considering the delicate nature of Treasurers' responsibilities, Ducati encourages clubs to establish a maximum two-year non-renewable term for this office.

4.6 Other offices

The provisions outlined above are offered as broad indications, without prejudice to the fact that the principle of democratic organisation and the law applicable in the place where the D.O.C. is constituted must always be observed.

The D.O.C. may set up additional offices at its own discretion to manage club organisation.



Article 5 – Trademarks / Visual identity

5.1 Terms and conditions of use

As the legitimate owner of the "Ducati Official Club" trademarks referred to in Annex 3 (hereinafter "D.O.C. Trademarks"), Ducati authorises the D.O.C. to use only the D.O.C. Trademarks referred to in Annex 3 in a non-exclusive way in compliance with the terms and conditions specified therein. The D.O.C. shall not modify in any way said D.O.C. Trademarks and shall acknowledge(i) that said D.O.C. Trademarks are the exclusive property of Ducati, and that (ii) the affiliation does not transfer to the D.O.C. any right to use said D.O.C. Trademarks other than as provided above.

It is understood that the use of D.O.C. Trademarks requires in any case the prior written authorisation by Ducati.

The use of any other trademark and/or designation and/or logo owned by Ducati ("Trademarks"), in any manner and form, is expressly forbidden, including its use in the company name and in the domain name of the D.O.C..

5.2 Compliance with applicable law

In addition to the provisions hereunder, the D.O.C. shall comply with applicable law and provisions concerning the use of trademarks, and shall be solely liable for any violation of such law and provisions. Under no circumstances may Ducati be held liable for the event that the use of D.O.C. Trademarks and/or Trademarks in a given country infringes on the industrial property rights of third parties, it being understood that the D.O.C. Trademarks and Trademarks do not enjoy the same degree of protection in all world countries and are not registered for all classes of goods.

5.3 Use limitations

Under no circumstances may the D.O.C. use the Trademarks or D.O.C. Trademarks for commercial or for-profit business purposes or anyway for any purposes other than those for which use is hereby granted.



Any use of the D.O.C. Trademarks and/or Trademarks not in compliance with this authorisation shall be considered unlawful and may lead to withdrawal of D.O.C. status; in addition, Ducati shall be entitled to take legal action to protect its interests which have been violated by D.O.C. non-compliance.

The D.O.C. shall immediately cease any use of the D.O.C. Trademarks in any form upon loss of D.O.C. qualification.

5.4 Reporting unlawful use

The D.O.C. shall promptly report to Ducati any unlawful or improper use by third parties of the Trademarks owned by Ducati of which it becomes aware.

Article 6 – Data protection

6.1 Legislative framework, roles, privacy notice and consents to data processing.

Personal data communicated to Ducati through the dedicated IT platform or other means must be truthful, correct, updated, and processed by the parties with the utmost care so as to ensure their safety, in full compliance with current legislation (EU Regulation 2016/679 ("GDPR"), Italian Legislative Decree no. 196/2003 as subsequently amended).

Therefore, Ducati and the D.O.C. undertake to process the personal data of D.O.C. members, respectively as Data Controller and Data Processor, by meeting all necessary requirements (execution of the DPA - Data Processing Agreement-).

Article 7 – Term

7.1

Affiliation to the "Ducati Official Club" shall expire on the 31st December of each year and may be renewed every year for the same Term, after renewal of the affiliation by the D.O.C., according to the procedures indicated by Ducati. It is understood that affiliation is not tacitly renewable.



Article 8 – Withdrawal of D.O.C. qualification

8.1

Ducati reserves the right to grant and/or withdraw the D.O.C. qualification at its sole discretion, whenever a situation arises or conducts occur that clash against or are in breach of these Regulations, applicable law, the mission, Ducati objectives, Ducati values, Ducati Code of Ethics and/or the purpose of D.O.C. activities.

8.2

The D.O.C. waives any and all claims, including money claims, against Ducati, with special regard to refusal, loss or withdrawal of D.O.C. qualification.

8.3

It is understood that the D.O.C. qualification by no means authorises the D.O.C. to act as an agent or attorney or anyway as a representative of Ducati, or misrepresent itself as an organisation that is part of Ducati or of the Volkswagen-Audi Group of which Ducati is part, as the D.O.C. is a fully independent organisation and Ducati has no connection with its affairs.

8.4

Ducati has the right to modify these Regulations at any time and each D.O.C. may refuse to accept such modifications, which shall result in loss of D.O.C. qualification.

Article 9– Confidentiality

9.1

During the term or after the termination of membership in the "Ducati Official Club", the D.O.C. may not, without prior written consent of Ducati and except to the extent required by law, disclose to anyone (i) any confidential information provided by Ducati or otherwise learned during registration and relating to Ducati or its subsidiaries or parent companies, the Ducati Brand and/or the Ducati image, events organised by Ducati or, in general, the affiliation and/or the "Ducati Official Club", nor (ii) any technical information that the



"D.O.C." may take advantage of or may in any case prejudice and damage the reputation and good name of Ducati. In particular, the D.O.C. agrees not to reproduce or disseminate the Corporate Identity in any way to third parties, nor to use the information contained therein for purposes other than those envisaged by this affiliation.

9.2

The D.O.C. agrees to expressly prohibit its representatives or members from publicly disseminating interviews or statements that may cause damage to the image or prestige of Ducati or its subsidiaries or parent companies, the Trademarks, its image or its events. The D.O.C. also commits to agree in advance with Ducati regarding any statements, press releases and interviews relating to events, activities, motorcycles, the activities associated with the Trademarks, the image and/or in general the relationship between the Parties.

9.3

The obligation of confidentiality referred to in this article shall be binding on the D.O.C. for the entire Duration and also after the termination of the affiliation. In case of breach of this obligation Ducati may immediately revoke the affiliation and request and obtain compensation for any direct or indirect damage resulting from said breach from the D.O.C..

Article 10 –Applicable law and Court of Jurisdiction

9.1

These Regulations are governed by the Italian law. Any disputes arising in connection with these Regulations shall be submitted to the Court of Bologna, Italy, that shall have sole jurisdiction.



The following documents are annexed to the Regulations and incorporated by reference and deemed as approved:

Annex 1 –Regulation subscription form

Annex 2 –Ducati Code of Ethics (ref. 3.3)

Annex 3 – D.O.C. visual identity and Ducati Trademarks (ref. 5.1)

Annex 4 –Data Processing Agreement



Annex 1

Regulation subscription form

By signing these Regulations, the Club:

_____,
having registered office in _____,
at _____,
_____,
VAT / Fiscal Code No. _____, in the person of its
legal representative Mr. _____,
born in _____,
on _____,
and resident in _____,
Fiscal Code No. _____,

undertakes, in the event the candidate D.O.C. ("Ducati Official Club") is accepted by Ducati,
to fully and unconditionally comply with the provisions of these Regulations.

[Place] _____, [Date] _____

The _____ President/legal _____ representative _____ of _____ the
Club _____

Mr. _____

[Signature] _____



Annex 2

Ducati Code of Ethics



Ducati Code of Conduct

Table of Contents

1. Foreword by the Volkswagen Group Board of Management and the Company's Board of Management	2
Foreword by the Volkswagen Group Board of Management	
Foreword by the Company's Board of Management.....	
2. Our responsibility for compliance.....	
3. Our responsibility as a member of society.....	
Human rights.....	
Equal opportunity and equal treatment	
Product conformity and product safety	
Environmental protection	
Donations, sponsorships and charity	
Communication and marketing.....	
Political lobbying.....	
4. Our responsibility as a business partner.....	
Conflicts of interest.....	
Gifts, hospitality and invitations.....	
Prohibition of corruption	
Dealings with officials and holders of political office	
Prohibition of money laundering and terrorism financing	
Accounting and financial reporting.....	
Taxes and customs.....	
Fair and free competition	
Procurement	
Export control.....	
Prohibition of insider trading.....	
5. Our responsibility in the workplace	
Occupational safety and healthcare	
Data protection	
Security and protection of information, know-how and intellectual property.....	
IT security.....	
Handling Company assets	
6. Support and Whistleblowing System.....	
Employee representation	
Help / contacts / Whistleblower System	
Self-test for decision guidance.....	

1. Foreword by the Volkswagen Group Board of Management and the Company's Board of Management

Foreword by the Volkswagen Group Board of Management

Dear colleagues,

The trust of customers and stakeholders in our Company and its products is our most valuable asset. We can only strengthen public trust and protect the Volkswagen Group, its employees and our environment by conducting ourselves with integrity and honesty. That includes being familiar with the applicable statutory regulations and internal rules, and complying with them. The Code of Conduct is the basis for our actions.

Our Group is very diverse: today, twelve brands from seven European countries, some 664,000 employees, 123 production sites and customers in over 150 countries are all part of the Group world. Irrespective of the differences between us, our origins, our tasks and our responsibilities, we all share responsibility for our company's success and our contribution to sustainable development through our conduct and our actions. Our shared values determine how we work, how we make decisions, and how we interact with one another and all living creatures.

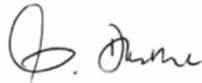
The Volkswagen Group Code of Conduct supports ethical and responsible conduct. It contains relevant and practical examples that offer guidance, assistance and advice in our daily work. And it helps us identify mistakes and respond appropriately. Because in the Volkswagen Group, turning a blind eye can never be the right solution. We speak up – even if doing so is awkward and uncomfortable. When in doubt, we seek competent advice and support.

We, the Volkswagen Group Board of Management, are convinced that our Code of Conduct is one key to the success of our Group and its brands. We therefore ask you to use the Code of Conduct in your workplace and to seek advice if you are in doubt. Let us join together to make the Volkswagen Group a responsible employer that is a byword not only for excellent products and services, but also for integrity and fairness.

The Volkswagen Group Board of Management



Dr.-Ing. Herbert Diess
Chairman of the Board of Management of Volkswagen Aktiengesellschaft and Chairman of the Brand Board of Management of Volkswagen Passenger Cars, Volume brand group, China



Oliver Blume
Chairman of the Board of Management of Dr. Ing. h.c. F. Porsche AG, Sport & Luxury brand group



Markus Duesmann
Premium



Gunnar Kilian
Human Resources



Andreas Renschler
Chairman of the Board of Management of TRATON SE, Truck & Bus brand group



Dr. Stefan Sommer
Components & Procurement



Hiltrud Dorothea Werner
Integrity and Legal Affairs



Frank Witter
Finance & IT

Foreword by the Company's Board of Management

Dear colleagues,

the present Code of Conduct contains the fundamental principles of conduct which inspire the activity and the decisions of Ducati Group.

In 2017 the Ducati Group decided to strengthen such principles by acknowledging and adopting from that year on the Code of Conduct issued by the Volkswagen Group Board of Management.

The Code of Conduct states some ethical principles and rules of conduct which are important also to the reasonable prevention of the criminal offences in the interest of the Company and Ducati Group and it is intended to suggest, promote or ban some conducts even if the law does not expressly regulate them.

The Code of Conduct is a part of and completes the Model of Organization, Management and Control adopted by Ducati pursuant to the Legislative Decree 231/2001, as well any other deed, procedural rule and regulation in force granting its enforcement.

The Company's Independent Body verifies its valid and effective implementation. As you know, any suspect of conduct which is not in compliance with the Code of Conduct and in any other case provided by the Model can and shall be reported to the Independent Body.

The provisions of the Code of Conduct apply to the Company's employees and to all of those who collaborate with it to pursue its lawful goals as members of any Company's bodies (directors, members of the boards, etc) as well as external collaborators acting in the Company's or Group's interest or for their advantage under any kind of agreement as partner, distributors, suppliers, etc. All of them are the addressees of this Code of Conduct.

All the Employees enjoy the right and have the duty to acknowledge, apply and respect the Code of Conduct, to report any missing parts, or any needs to update or reform it. We are confident that each one of us will act in adherence with the principles affirmed by the Code of Conduct and commit the compliance with them by the other people, during the activity and any relationship with third parties, being aware that Ducati always deemed the social responsibility an essential matter and leads the way for its respect.

Ducati Motor Holding S.p.A. Board of Management



Claudio Domenicali
CEO – Chairman of the Board



Oliver Stein
Group Finance &
Information Systems



Francesco Milicia
Global Sales & Aftersales



Vincenzo De Silio
Research & Development



Federico Sabbioni
Supply Chain



Andrea Gesi
Production



Sebastian Patta
HR & Organization

2. Our responsibility for compliance

One decisive factor for the success of our Company is that all employees – from Board Members and managers to each individual member of staff – must act with honesty and integrity and in an ethical manner. This also means that our internal and external reporting and communications must be truthful, comprehensive and timely.

Our shared goal is to fulfill our responsibility to our Company and to protect the reputation of the Ducati Group. Sustainability requires of us an awareness of our responsibility for the economic, social and ecological impact of our actions. Such conduct also means that we all respect and observe the rules in force in the Company everywhere and at all times. Our Board members and managers bear a special responsibility in this context: they are role models and must prevent non-compliant behavior within the Company, protect their employees and conduct themselves with integrity both within the Company and externally.

This Code of Conduct helps us by highlighting potential areas of risk and conflict, explaining their significance for our Company and illustrating them with examples.

The information contained in this Code of Conduct is divided into three main sections:

- Our responsibility as a member of society
- Our responsibility as a business partner
- Our responsibility in the workplace.

The Code of Conduct serves as a binding guideline in our day-to-day business. It is supplemented by internal guidelines and provisions in employment contracts. It also goes without saying that we all comply with national and international statutory provisions. This also means that we never take any part in any activity that involves fraud, misappropriation, extortion, theft, embezzlement or any other deliberate damage to the assets of our customers or any third party.

Failure to observe the Code of Conduct can result in considerable damage, not only to our Company, but also to us as employees and to our business partners and other stakeholders. That is why the Code of Conduct is binding on all of us, irrespective of whether our role is that of a staff member, a manager or a Board member. We do not tolerate violations of the Code of Conduct. Anyone who violates the Code of Conduct must expect consequences, which, depending on the seriousness of the violation, can range from action under labor law to claims for damages under civil law, and may even extend to penalties under criminal law.

To make sure that does not happen, it is up to each and every one of us to familiarize ourselves with this Code of Conduct, to integrate the Code of Conduct into our own behavior, and to bear the Code of Conduct in mind when making decisions. When in doubt, we seek competent advice.

This Code of Conduct is an integral part of the Model of Organization, Management and Control provided by the article 6 of the Legislative Decree 231/2001 introducing the "Discipline of the administrative liability of legal persons, of companies and of associations even without a legal status, pursuant to Article 11 of Law no. 300 of 29 September 2000.

3. Our responsibility as a member of society

Our social responsibility means that observing and complying with the law is a matter of course. We have a duty to observe the law under which we operate in all business decisions we make.

Every employee in the Volkswagen Group must be aware of his/her social responsibility, particularly as regards the well-being of people and the environment, and ensure that our Company contributes to sustainable development.

The Ducati Group's responsibility as a member of society specifically gives rise to the following principles:

Human rights

Background

The Declaration of Human Rights adopted by the United Nations and the European Convention for the Protection of Human Rights and Fundamental Freedoms state what is required and expected of the international community when it comes to observing and respecting human rights.

Corporate principle

We respect, protect and promote all regulations in force to protect human rights and children's rights (hereinafter called human rights) as a fundamental and general requirement throughout the world. We reject all use of child labor and forced or compulsory labor as well as all forms of modern slavery and human trafficking. This applies not only to cooperation within our Company but also as a matter of course to the conduct of and toward business partners.

My contribution

As an employee, I can also make my contribution to respecting human rights. I regard human rights as a fundamental guideline and I am vigilant against human rights abuse happening around me.

If I have concerns regarding human rights abuse in my professional surroundings, I prevent it and/or stop it. If necessary, I inform my superior or get in touch with any of the contacts listed in chapter 6.

Example

You are responsible for purchasing specific goods. You receive information that a supplier with which you do business uses children in their production process, or that employees are made to work in inhumane conditions (e.g. exposed to health risks).

Take the necessary steps and inform your superior and the Compliance Officer. Our Company must examine business relations with this business partner more closely and, if necessary, break them off.

Equal opportunity and equal treatment

Background

Equal opportunities and equal treatment are key cornerstones of a fair, unprejudiced and open approach. The Ducati Group encourages respectful cooperation in a spirit of partnership, diversity and tolerance. That is how we achieve a maximum degree of productivity, competitive and innovative capability, creativity and efficiency.

Corporate principle

We offer equal opportunities for everyone.

We do not discriminate or tolerate discrimination on grounds of ethnic or national origin, sex, religion, views, age, disability, sexual orientation, skin color, political views, social background or any other characteristics protected by law. We embrace diversity, actively encourage inclusion and create an environment that fosters each employee's individuality in the interests of the Company.

As a matter of principle, our employees are chosen, hired and supported based on their qualifications and skills.

My contribution

I observe the principles of equal opportunity and equal treatment and encourage people around me to do the same.

If I see any contravention of the principles of equal opportunity and equal treatment (disadvantage, harassment or mobbing), I make the persons involved aware of their misconduct.

If I am not in a position to influence the events directly, I notify the human resources department of the incident or get in touch with any of the contacts listed in chapter 6.

Example

You find out from a colleague who is a friend of yours that an applicant in his department was rejected because of the color of his skin, although he was the best candidate for the advertised job.

Help clarify the situation by reporting the case to the human resources department so that appropriate steps can be taken.

Product conformity and product safety

Background

Countless people come into contact with our products and services on a daily basis. The Ducati Group bears a responsibility for preventing, to the extent possible, any risks, detrimental effects and hazards to the health, safety, environment and assets of our customers or any third party arising from the handling and use of these products and services.

Corporate principle

For that reason, it is not only our statutory duty but also our mission to comply with the laws and regulations as well as the internal standards that apply to our products. Our products are state of the art and are developed in accordance with legal requirements. This is monitored continually and systematically through processes and structures, as well as through product surveillance under real field conditions. We make no compromises on that. We ensure that suitable measures can be taken in good time in the event of any discrepancies.

My contribution

If I notice or have concerns that our products could present a threat or that regulations are not being observed, I take counteraction. I report the matter to my superior and to the relevant contacts in the Company such as the Product Safety Officer.

Example

A customer reports technical problems with a motor vehicle to you. You are not sure whether or not they are due to a mistake on the customer's part when operating the product, and you cannot definitively rule out a manufacturing or construction defect.

Clarify the matter. It is essential to ensure that our Company will solve a problem for which it is responsible. Even customer mistakes when operating the product may require the Company to respond (e.g. by modifying operating instructions or user training).

Environmental protection

Background

The Ducati Group develops, produces and distributes motor vehicles, services and mobility solutions on two wheels worldwide. Our Company's mission is to be a global provider of sustainable and individual mobility. In pursuing this mission, the Company is aware of its special responsibility toward the environment.

Corporate principle

As a commercial enterprise, we bear responsibility for the environmental compatibility and sustainability of our products, locations and services. We focus on environmentally friendly, advanced and efficient technologies, which we implement throughout the entire lifecycle of our products. Starting with the early phases of development and production, we make sure we manage natural resources carefully and steadily reduce the environmental impact to comply with environment protection laws and regulations.

Furthermore, we constantly reassess the environmental compatibility of products and manufacturing processes, optimizing these where necessary.

We are a responsible member of society and a partner for politics. We seek a dialog with these players on future mobility concepts and on shaping ecologically sustainable development.

My contribution

I bear environmental protection in mind in my work and use resources and energy economically and efficiently. I make sure my activities have the smallest possible impact on the environment and that they comply with applicable environmental protection laws and regulations.

Example

You notice that there is a leak in a tank and that significant amounts of chemicals are seeping into the ground.

Immediately inform one of the employees responsible and draw attention to the problem. Do not rely on somebody else reporting the leak.

Donations, sponsorships and charity

Background

The Ducati Group makes donations (contributions on a voluntary basis with no expectation of a consideration in return) and grants sponsorship monies (contributions based on a contractually agreed consideration) to achieve a positive impact in terms of our reputation and public perception. In order to avoid conflicts of interest and to ensure standard conduct within the Company, donations and sponsorship measures are permitted only in the context of the respective legal framework and in accordance with the applicable internal rules of the Ducati Group.

Corporate principle

We make monetary donations and donations in kind to support science and research, education, charitable causes, sports, culture and churches and ecclesiastical institutions. We grant donations only to recognized non-profit organizations or organizations that are authorized by special provisions to accept donations. The granting of donations and sponsorship measures is permitted only in accordance with a transparent approval process.

My contribution

If I consider a particular sponsorship measure to be worthy of support, I make initial contact with the appropriate departments in the Company (e.g. Communications and Marketing).

The granting of donations must be transparent; the purpose, the recipient of the donation, and the donation receipt issued by the recipient must be documented and verifiable. I comply with internal processes and do not initiate any donation that could damage the reputation of our Company.

Example

A local politician asks you, a successful Ducati employee, for a cash donation from the Company for the election campaign.

Turn down the request. Donations may be granted only after going through the required approval process. In this specific case, the donation cannot be approved because an internal guideline prohibits donations to political parties, party-affiliated institutions and politicians.

Communication and marketing

Background

The Ducati Group believes it is important to communicate clearly and openly with employees, business partners, shareholders, investors, the media and other stakeholders using honest and lawful means. All our employees bear a responsibility to observe internal communication rules to ensure that we present a unified and consistent image of the Group. All our employees recognize the achievements of those they engage with and respect their professional and personal reputation.

Corporate principle

We ensure that our communication is clear and consistent in order to maintain the confidence of customers, investors and other stakeholders. Before committing to and executing any planned communication or marketing measures, such measures must first be coordinated with the relevant department.

My contribution

I do not issue any public statement for my Company and always refer any requests to the Communications department. If I make any comments at public, trade or cultural events or on the Internet, I make it clear that I am voicing solely my own personal opinion. I consult the Company's social media guidelines for advice on proper conduct in social networks.

Example

You read a comment on the Internet from someone who is critical of production methods in Asia, but the points raised are entirely unfounded.

Even if you would like to correct the misrepresentation straightaway, contact the relevant department first, because this department is in a position to respond appropriately and comprehensively to such criticism.

Political lobbying

Background

Politics and legislation exert an influence on the economic framework for business processes. The Ducati Group's participation in commercial trade means that it also has an impact on society and can specifically promote its interests during decision-making processes, such as those for legislation plans, through political lobbying.

Corporate principle

We conduct political lobbying centrally and in line with the principles of openness, accountability and responsibility. It goes without saying that our interaction with political parties and interest groups is based on the principle of neutrality. Dishonestly influencing policymakers and government is not permitted.

My contribution

I do not attempt to intervene in political decisions on behalf of the Company if I am not authorized to do so. If I am authorized to do so, I observe the relevant internal guidelines in the performance of my duties.

Example

An acquaintance of yours is a member of parliament. You know that a legislation proposal that is important for the Ducati Group is currently being discussed in parliament and you contemplate contacting your acquaintance to explain the Group's interests in connection with this proposal.

Do not approach your acquaintance about the issue. Political lobbying in the

Group is exclusively coordinated centrally and conducted openly and transparently. The appropriate point of contact for such lobbying measures is the External Relations department of the Volkswagen Group.

4. Our responsibility as a business partner

Integrity, transparency and fairness are key to creating credibility and trust in business practice. That is why the Ducati Group sets particularly great store by systematically implementing its legal framework, intragroup guidelines and corporate values, and by communicating them clearly.

This also includes distributing our products and services exclusively through our authorized distribution partners.

The Ducati Group's responsibility as a business partner specifically gives rise to the following principles:

Conflicts of interest

Background

There is a potential conflict of interest if the private interests of one of our employees clash or could clash with the interests of the Ducati Group. Such a conflict of interest may arise particularly as a result of secondary employment. If an employee places his/her personal interests above those of the Company, it could damage the Company.

Corporate principle

We respect the personal interests and the private lives of our colleagues. However, it is important to us to avoid conflicts between private and business interests, or even the appearance of such a conflict. All our decisions are made exclusively on the basis of objective criteria and we do not allow ourselves to be swayed by personal interests or relations.

My contribution

I avoid even the appearance of any conflict of interest and disclose any apparent or actual conflicts of interest to my superior and the appropriate human resources department. We jointly seek a solution that is not detrimental to the Company's interests.

Example

Your boss asks you to review bids from several suppliers of plastic components. You discover that one of the most favorable bids is from the company of a good friend. What do you do? Inform your superior of the situation and withdraw from the decision-making process to avoid any appearance of a conflict of interest.

Gifts, hospitality and invitations

Background

Benefits in the form of gifts, hospitality and invitations are prevalent in business relationships. These benefits are not a cause for concern as long as they are within reason and do not contravene any internal or statutory rules. However, if such benefits exceed what is reasonable and are misused to influence third parties, those involved may be liable to prosecution.

Corporate principle

Our internal guidelines on handling gifts, hospitality and invitations set out what benefits are appropriate and what steps must be taken when accepting and granting benefits.

My contribution

I familiarize myself with the guidelines on handling gifts, hospitality and invitations, and strictly abide by them.

I check my conduct in this regard to see whether there may be any conflicts of interest or whether any could arise.

Example

An employee from a Ducati Group supplier gives you a valuable birthday gift.

Even if you are of the opinion that accepting this gift does not affect business relationships, the value of the gift is far beyond the threshold set out in the relevant internal guidelines on gifts. When in doubt, do not accept the gift. If you are concerned that rejecting the gift could be misconstrued, contact the relevant Compliance function and agree on a solution with him/her. When in doubt, the gift should be handed over to the Compliance function in the Company. The handover of the gift will be documented for your personal protection.

Prohibition of corruption

Background

Corruption is a serious problem in commercial trade. It generates decisions based on improper grounds and prevents progress and innovation as well as distorting competition and damaging society. Corruption is prohibited. It may incur fines for the Ducati Group and sanctions under criminal law for the employees involved.

Corporate principle

The quality of products and services from our Company is the key to our success. Consequently, we do not tolerate corruption. We grant benefits to business partners, customers or other external third parties only within the permissible legal framework and in line with existing rules.

My contribution

I never bribe others and I never accept a bribe, either directly or indirectly.

I take responsibility for informing myself by consulting the internal rules before I give or accept gifts, issue or accept invitations, or offer or receive hospitality.

If I receive any corruption-related tip-offs, I immediately inform one of the contacts listed in chapter 6.

Example

You are responsible for sales in a Ducati Group company and would like to outstrip this year's revenue target. You prepare a bid for a major contract where a potential customer has issued a call for tender. The relevant decision maker on the customer side offers to influence award of the contract in favor of your company in return for an appropriate consideration.

This is corrupt behavior. Inform your superior and the appropriate Compliance Officer immediately.

Dealings with officials and holders of political office

Background

Dealings with officials or holders of political office, governments, authorities and other public institutions often involve special statutory rules, any individual breach of which may have serious consequences and could permanently bar the Ducati Group from public contract awards.

Corporate principle

Our contacts with officials and holders of political office are strictly in line with all laws and legislation as well as the relevant internal rules concerning the avoidance of conflicts of interest and corruption. We do not make any "facilitation payments". Such payments are sums paid to officials to accelerate routine administration matters.

My contribution

I am aware that particularly strict rules apply when dealing with public contract awarders and I familiarize myself with these rules. My contact is the Compliance Officer.

Example

You know that an authority is planning a call for tender for a major contract. You consider asking the authority's employee responsible for the tender, who you know from a previous project, to design the tender in such a way that the Ducati Group wins the contract. Do not under any circumstances take any such action. Exerting this kind of influence would be illegal.

Prohibition of money laundering and terrorism financing

Background

Laws against money laundering and terrorism financing are in place in almost all countries worldwide. Money laundering occurs when funds or other assets originating directly or indirectly from criminal offenses are put into circulation in the legal economy, making their source appear legal. Terrorism financing occurs when money or other resources is/are made available to commit criminal acts of terrorism or to support terrorist organizations. Liability for money laundering does not require the person involved to be aware that money is being laundered through the legal transaction concerned or the transfer concerned. Inadvertent involvement in money laundering may already be sufficient grounds for serious penalties for everyone involved.

Corporate principle

We carefully check the identity of customers, business partners and other third parties with whom they wish to do business. It is our declared aim to conduct business solely with reputable partners who operate in line with legal provisions and who use resources from legitimate sources. We assign incoming payments to the corresponding services without delay and post them accordingly. We ensure transparent and open cash flows.

My contribution

I take no action whatsoever that may violate money laundering provisions at home or abroad. I am vigilant and investigate any suspicious conduct on the part of customers, business partners and other third parties. If there is information providing sufficient grounds for suspicion, I immediately get in touch with the Money Laundering contact person or one of the contacts listed in chapter 6. I abide by all applicable provisions for recording and posting transactions and contracts within my area of responsibility in the accounting system.

Example

One of the Ducati Group's customers in Asia has overpaid and asks for the excess amount to be repaid by transferring it to an account held in Switzerland or by paying it in cash instead of via bank transfer to the original business account. Do not accept the suggestion readily. This kind of request requires an explanation. Ask the customer why the amount cannot be repaid in the same way it was originally paid. Seek advice from any of the contacts listed in chapter 6.

Accounting and financial reporting

Background

The Ducati Group can build and retain the trust of the general public, its shareholders and contract partners only through proper accounting and correct financial reporting. Any irregularities may have serious consequences for the Company as well as for those responsible.

Corporate principle

We strictly comply with the statutory provisions for proper accounting and financial reporting. Transparency and correctness are our top priorities. To that end, we regularly inform all capital market players of our financial position and business developments. We publish our periodic financial statements punctually in accordance with national and international accounting regulations.

My contribution

I organize processes so that all business financial data can be entered into the accounting system correctly and promptly. If I have any questions about the correct recording of data, I contact my superior or the appropriate finance department.

Example

You urgently need new equipment. However, the budget in your department for the current fiscal year has already been used up. You consider acquiring the equipment nevertheless and posting the cost in the next fiscal year when your budget is replenished. Refrain from taking such action. Entries must always be posted accurately. Posting entries inaccurately may have serious consequences for the company or individual employee.

Taxes and customs

Background

Our global operations and the development of new markets mean that we must comply with a raft of different regulations relating to external trade, tax and customs law. Observing tax and customs regulations builds trust with customers, financial authorities and the general public. Any irregularities can cause significant financial damage to the Ducati Group, also seriously impacting the Group's reputation and having negative consequences for the employees responsible as well.

Corporate principle

We are aware of our social responsibility to meet our obligations with regard to taxes and customs, and we explicitly endorse compliance with national and international legislation.

My contribution

I design internal structures and processes in such a manner as to ensure that the taxes and customs to be paid by the respective Group companies are calculated correctly, promptly and in full, are disclosed in reporting, and are paid to the appropriate fiscal authorities.

If I have information concerning the infringement of tax and customs regulations in my area of responsibility, I undertake every action I can to prevent or stop this infringement. If that is not possible, I get in touch with the appropriate contact person in the tax and customs department.

Example

You are responsible for entering certain business transactions, such as general overheads (maintenance expenses) and production costs, in the statutory financial statements. One project exceeds certain controlling parameters early in the financial year. You therefore receive instructions to make an entry under maintenance expenses even though the transaction unquestionably relates to an investment and must therefore be treated as capitalized production costs.

Post the entry in line with legal requirements. All business transactions must be correctly reported pursuant to commercial law and tax regulations because these accounting records form the basis for tax returns. Accounting errors could therefore result in incorrect tax returns and lead to serious consequences under tax and customs law for the Company and the employees responsible.

Fair and free competition

Background

Fair and free competition is protected by the applicable competition and antitrust legislation. Complying with this legislation ensures that market competition is not distorted — which is to the benefit and in the interest of all market players. In particular, agreements and concerted practices between competitors intended to achieve or effect the prevention or restriction of free competition are prohibited. Abusing a dominant market position is also inadmissible. Such abuse can, for example, take the form of treating customers differently for no objective reason (discrimination), refusal to supply, imposing unreasonable purchase/selling prices and conditions, or unjustified tie-in arrangements for the requested additional service. Anti-competitive conduct has the potential not only to significantly damage the Ducati Group's good reputation, but also to incur severe fines and penalties.

Corporate principle

We conduct business solely on the basis of merit and market economy principles, as well as free and unhindered competition. We like to measure ourselves against our competitors, always abiding by rules and regulations and observing ethical principles. We do not enter into any anti-competitive agreements with competitors, suppliers or customers. If our Company holds a dominant market position, we do not abuse this position.

We comply with the specific antitrust provisions for distribution systems in our dealings with our authorized distribution partners.

My contribution

Whenever I come into contact with competitors, I ensure that no information is imparted or received that allows conclusions to be drawn about the informer's current or future business conduct.

I avoid conversations or any other contact with competitors about issues that are important among the competition. Such issues include prices, pricing, business planning, development statuses and delivery times.

Example

You talk to a competitor's employee at a trade fair. After a while, you notice you are being sounded out for information about the Ducati Group's future business planning. In return, the employee offers to divulge the same information about his company.

Immediately make it absolutely clear to the competitor's employee that you will not talk to him about such issues. This type of conversation — apart from the unauthorized disclosure of business secrets — is also a breach of prevailing competition and antitrust legislation and could have drastic consequences for you personally, the Group, and both the competitor's employee and his company. Document this conversation and inform the appropriate Compliance Officer immediately.

Procurement

Background

The Ducati Group is contractually bound to a large number of suppliers and service providers in its business operations.

Corporate principle

We carefully select suppliers and service providers based on objective criteria. When purchasing products and services, we involve the appropriate purchasing departments as laid down in the applicable procurement guidelines.

My contribution

I show no bias in favor of a supplier or service provider without an objective reason, and I avoid any conflict of interest.

I do not purchase any products or services without first having looked at the market and alternative suppliers. I follow the relevant procurement principles and involve the appropriate purchasing department at an early stage in the purchasing process.

Example

It comes to your attention that a Ducati Group employee would like to commission a supplier without involving the appropriate purchasing department.

Notify one of the contacts listed in chapter 6 or the appropriate purchasing department to ensure that the bid that is most cost-effective for the Company has a chance.

Export control

Background

Export control can impose prohibitions, restrictions, approvals from authorities or other monitoring measures on the cross-border exchange of goods. These provisions under export control legislation apply to technologies and software as well as goods. Apart from exports per se, export controls may also apply to the temporary cross-border transfer of, for instance, objects and technical drawings taken on a business trip, or technical transmissions by e-mail or cloud.

Furthermore, any business with persons or companies named in sanctions lists is strictly prohibited, regardless of the delivery process.

Corporate principle

We comply with all provisions for importing and exporting goods, services and information.

My contribution

When making a decision concerning the import or export of products and services, I consciously examine whether the decision may fall under export control. When in doubt, I seek advice from the department responsible for customs and international trade law.

Example

You receive an inquiry from a potential customer wishing to place an order with the Ducati Group to supply products in a country that the Group has listed as an embargoed country.

Clarify the matter by asking the relevant department about export restrictions that apply to the country to be supplied (e.g. a UN embargo) and do not conclude any contracts that bind the Company to export to this country until the issue has been fully clarified.

Prohibition of insider trading

Background

Legislation (in Europe, for example, particularly the Directive on Criminal Sanctions for Market Abuse (Market Abuse Directive)) prohibits the use or disclosure of inside information in the trading of shares, other securities or financial instruments. The same applies to recommending or inciting a third party to engage in insider trading and to the unlawful disclosure of inside information. Pertinent national legislation may stipulate further prohibitions. Inside information is information of a precise nature that has not been made public and that, if it were made public, would be likely to have a significant effect on the price of the relevant security (e.g. Volkswagen shares) or financial instrument.

Corporate principle

We handle information pertaining to share performance in accordance with capital market requirements and do not tolerate any insider trading. We may use knowledge relating to insider-relevant projects and processes only internally in accordance with the applicable intracompany rules and may not divulge such knowledge to any outside party, including family members (e.g. a spouse).

My contribution

I do not engage in insider trading nor do I make any such recommendations to any third party or incite any third party to engage in insider trading. Furthermore, I do not divulge inside information unless this is required during the course of my normal work, and I comply with the relevant internal rules. I undertake to familiarize myself with the applicable internal rules. If I have access to inside information, I do not purchase or sell any securities or financial instruments based on this information. This applies not only to trading with shares of listed companies belonging to the Ducati Group or derivatives thereof, but also to trading with securities or financial instruments in general (i.e. also those of suppliers).

Example

You learn through your work with Ducati that the acquisition of a new business is going to be announced soon. You know that a very good friend is currently considering whether to sell his Volkswagen shares. Since the price of Volkswagen's shares will likely rise once acquisition of the new area of business has been announced, you consider telling your friend that he should hold off on selling his shares.

Do not tip your friend off under any circumstances. Since the information of which you are aware is not public, but inside knowledge, you are not permitted under any circumstances to share this knowledge with others. Transmitting this knowledge directly or indirectly would make you liable to prosecution.

5. Our responsibility in the workplace

It is in the fundamental interests of the Ducati Group to protect the health and safety of every employee.

The principle of protection and security also applies to employee and customer data as well as company-specific know-how and company assets.

The Ducati Group's responsibility in the workplace specifically gives rise to the following principles:

Occupational safety and healthcare

Background

The Ducati Group is committed to its responsibility for the safety and health of its employees. We provide occupational safety and healthcare in line with the provisions of national regulations and with the occupational health and safety policy of the Company.

Corporate principle

We preserve and promote the health, performance and job satisfaction of our employees through continuous improvements in the working environment and a raft of preventive healthcare and health promotion measures.

My contribution

I comply with the occupational health and safety rules. I never put the health and safety of my colleagues or business partners at risk. I take all appropriate and statutory precautions to ensure that my workplace always enables safe working. I make an active contribution to maintaining and promoting my health by voluntarily participating in preventive healthcare and health promotion measures.

Example

You notice that a machine in your department has an electronic fault. Take the machine out of operation and make sure the "out of order" sign is clearly displayed. Ask the appropriate department to repair the machine because repairing electrical equipment yourself is not permitted and could be dangerous.

Data protection

Background

There are special statutory rules to protect privacy when dealing with personal data. As a general rule, collecting, storing, processing and other use of personal data require the consent of the person concerned, a contractual arrangement or some other legal basis.

Corporate principle

We protect the personal data of employees, former employees, customers, suppliers and other affected parties. We collect, gather, process, use and store personal data strictly in accordance with legal provisions.

My contribution

I ensure that personal data is collected, stored, processed or used in any other way only with the consent of the person concerned, under a contractual arrangement or some other legal basis. All data processing components must be secured in such a manner that the confidentiality, integrity, availability, verifiability and reliability of such sensitive data is guaranteed, and that unauthorized internal or external access is prevented.

When in doubt, I contact my superior or the appropriate Data Protection Office.

Example

You have organized a seminar for the Ducati Group with external participants and receive personal data from the participants for it. A colleague asks you to pass the addresses on. Do not pass this data on without consulting one of the contacts mentioned above. As a general rule, data may be used only for the purpose for which it was communicated.

Security and protection of information, know-how and intellectual property

Background

The Ducati Group holds internationally protected patents and also has extensive trade and business secrets in addition to technical know-how. This knowledge is the basis of our business success. Unauthorized transmission of such knowledge may lead to extremely high losses for the Company and to consequences under labor, civil and criminal law for the employee concerned.

Corporate principle

We are aware of the value of Company know-how and take great care to protect it. We respect the intellectual property of competitors, business partners and other third parties.

My contribution

I handle all Ducati Group information carefully and do not disclose it to unauthorized persons. I take particular care with regard to information relating to technical know-how, patents, and trade and business secrets.

Example

You are involved in the development of an innovative technology. You are to present your development at various Company sites and want to take your laptop, on which the relevant documents are saved, with you for presentation purposes. You intend to go over these documents again on the plane or the train on the way to the individual sites. Ensure that no one obtains knowledge of sensitive information belonging to the Ducati Group, as this could lead to serious competitive disadvantages. Do not retrieve this type of information in places where third parties can access it or take note of it.

IT security

Background

Information technology (IT) and electronic data processing (EDP) have become an integral part of everyday life at the Ducati Group. At the same time, they involve numerous risks, foremost of which are impairment of data processing as a result of malware (viruses), loss of data due to program errors, and data misuse (e.g. due to hackers).

Corporate principle

We respect IT and EDP security and abide by the applicable regulations.

My contribution

I familiarize myself with the applicable IT security regulations and observe the rules contained therein. I am aware that unencrypted data exchange (e.g. by e-mail or USB stick) is not a secure means of communication.

Example

You are out of the office and are given a USB stick in order to exchange a document at a meeting. Use only Ducati data carriers or data exchange systems and proceed according to the guidelines for information classification. Arrange for the document to be e-mailed to you, for example. Never open e-mails or attachments that appear to be suspicious or that come from unknown e-mail addresses. That is how you prevent malware from entering the Company network.

Handling company assets

Background

The Ducati Group's tangible and intangible assets serve to help our employees achieve the Company's business objectives and may be used only for business purposes.

Corporate principle

We respect the Company's tangible and intangible assets and do not use them for non-business purposes.

My contribution

I adhere to the Company's rules and exercise care when handling Company assets.

Example

Your soccer club is planning a weekend trip. The trainer asks whether you, as a Ducati employee, can "organize" a vehicle from the Company fleet. Company vehicles can generally be rented by employees at market conditions. You cannot be given a vehicle free of charge for private use, nor can such a vehicle be made available to third parties.

6. Support and Whistleblowing System

If needed, internal and external points of contact provide support in dealing with the Code of Conduct. Furthermore, voluntary commitments and principles are applicable. You'll find an

overview on the internet at <http://www.volkswagenag.com/en/sustainability/policy.html> Moreover, the Company established the Independent Body pursuant to the Legislative Decree 231/2001 which is entitled to receive, also in an anonymous way, any report concerning the Code of Conduct and in more in general concerning the matter governed by such Legislative Decree. Ducati has also implemented the Volkswagen Group Whistleblowing System, aiming to identify any possible violation of laws or of internal procedures committed by its employees or corporate bodies' members. The contacts details of the Independent Body and of the Whistleblowing System can be find in the paragraph "Help / contacts" below.

Employee representation

We recognize the basic right of all employees to establish trade unions and employee representations.

We are committed to working with employee representatives in candor and trust, to conducting a constructive and cooperative dialogue, and to striving for a fair balance of interests. Professional dealings with employee representatives that do not allow either privilege or discrimination are part of our corporate culture. Safeguarding the future of Ducati and its employees is achieved in a spirit of cooperative conflict management and social commitment, on the basis and with the goal of ensuring economic and technological competitiveness. Economic viability and jobs are equal and shared goals.

Help / contacts / Whistleblowing system

Our first point of contact for any questions or uncertainties regarding the Code of Conduct is our superior or the HR department. We can also contact the employee representatives. In addition, every employee can get in touch with the Company's Compliance Officer or send an e-mail to the general compliance office at: compliance@ducati.com

Furthermore, we can address complaints and information concerning existing Company rules to the relevant offices.

If we suspect a violation of the Code of Conduct or a Serious Regulatory Violation at our workplace, we can use the Volkswagen Group whistleblower system to report this – either giving our name or making an anonymous report. Serious Regulatory Violations significantly harm the reputation or the financial interests of the Volkswagen Group or one of its Group companies. Managers belonging to the Management Circle or higher who have concrete evidence of a Serious Regulatory Violation must act as role models and are obliged to report any such suspicion immediately to the relevant office.

Managers failing to comply with this obligation are themselves committing a Serious Regulatory Violation which will be sanctioned accordingly.

The Whistleblower System's Investigation Office is our main internal point of contact for reporting Serious Regulatory Violations in relation to our Company. The system is founded on standardized, swift processes and the confidential and professional processing of information by internal experts. The fair and transparent procedure under the whistleblower system makes sure that our Company, the persons implicated and the whistleblowers are protected. Misuse of our whistleblower system is not tolerated: anyone deliberately misusing the whistleblower system commits a Serious Regulatory Violation and faces disciplinary sanctions. Equally, we do not tolerate retaliation or discrimination against whistleblowers. This, too, is a Serious Regulatory Violation and disciplinary sanctions are imposed. With regard to persons implicated, the presumption of innocence applies for as long as a regulatory violation is not proven. Consequently, an investigation will only be opened if there is Reasonable Suspicious of a Serious Regulatory Violation.

We can access the Whistleblower System through the following channels:

Contact details for the Investigation Office:
Postal address: Audi Investigation Office, AUDI AG, 85045, Ingolstadt (DE)
24/7 hotline: +800 444 46300/ +49 5361 946300
E-mail: whistleblower-office@audi.de
Online reporting channel (this channel can also be used to make anonymous reports): https://www.bkms-system.com/vw

In addition, experienced external lawyers act for us as neutral mediators (ombudspersons). As legal counsel, they are tasked with receiving reports on possible infringements of laws, internal rules or other conduct damaging to the Volkswagen Group. If necessary, and if the identity of the whistleblower is known, they make direct contact with the whistleblower should they require feedback. Once the preparations are complete, the ombudspersons forward the information agreed with the whistleblower – anonymously if the whistleblower so wishes – to our whistleblower system for further processing.

Contact details for the ombudspersons:
Internet: http://www.ombudsmen-of-volkswagen.com/

Further information on the Volkswagen Group whistleblower system and the ombudspersons is available on the internet at <https://www.volkswagenag.com/hint>

Anyone of the Addressees who is aware of any violation of the principles of the Code of Conduct can report it to the Independent Body appointed by the Company pursuant to the Legislative Decree 231/2001, which holds also the office of ombudsman with regards to the Code of Conduct.

The Independent Body is composed by 3 members: one inside the Company and two external professionals. It can be contacted at the following addresses:

Contact details for the Independent Body:
email: odv@ducati.com
anonymous email: odv-anonymous@ducati.com
For anonymous reports. It is accessible only by the two attorneys at law who are external members of the Independent Body
Postal address: Independent Body, Ducati Motor Holding S.p.A., Via Cavalieri Ducati n. 3, 40132, Bologna (IT).

Self-test for decision guidance

If at any time I am unsure whether my behavior complies with the principles set out in our Code of Conduct, I should ask myself the following questions:

1. Did I take all relevant matters into consideration and weigh them properly? (content test)
2. Am I confident that my decision is within the constraints of legal and company requirements? (legality test)
3. Do I stand by my decision when it is revealed? (supervisor test)
4. Am I in favor of all such cases being decided the same way company- wide? (universality test)
5. Do I still think my decision is right when my company has to justify it in public? (public test)
6. Would I accept my own decision if I were affected? (involvement test)
7. What would my family say about my decision? (second opinion)

If my answer to questions 1-6 is "yes" and the answer to question 7 is positive, my behavior is very likely to be compliant with our principles. If questions remain unanswered or if I have any doubts, I should get in touch with any of the points of contact listed in chapter 7.

Last update: 03/12/2020

CSD 2.1 - Confidential

Ducati Motor Holding spa
ducati.com

Via Cavalieri Ducati, 3
40132 Bologna, Italy
Ph. +39 051 6413111
Fax. +39 051 406580

A Sole Shareholder Company
A Company subject to the Management
and Coordination activities of AUDI AG



Annex 3

D.O.C. visual identity and Ducati Trademarks

Il combo Ducati Official Club
The Ducati Official Club combined logo



Il combo Ducati Official Club è composto:

- > dal marchio Ducati;
- > dalla dicitura "Official Club" in font Ducati Style Extended Regular;
- > dall'anno di riferimento in font Ducati Style Extended Bold;
- > da una linea di separazione dei due elementi.

Nel combo Ducati Official Club le varianti colore sono:

- > dicitura Official Club nera e anno rosso su fondo bianco
- > dicitura Official Club bianca e anno nero su fondo rosso
- > dicitura Official Club bianca e anno rosso su fondo nero

The Ducati Official Club combined logo consists of:

- > The Ducati shield
- > The "Official Club" wording in Ducati Style Extended Regular font
- > The year of reference in Ducati Style Extended Bold font
- > A line separating the two elements.

The colour variants of the Ducati Official Club combined logo are:

- > Black Official Club wording and red year on white background
- > White Official Club wording and black year on red background
- > White Official Club wording and red year on black background



Il combo Ducati Official Club
The Ducati Official Club combined logo



Il combo Ducati Official Club può essere utilizzato senza l'anno di riferimento sui materiali destinati ad un utilizzo duraturo nel tempo. L'applicazione di questo marchio deve essere autorizzata da Ducati Motor Holding S.p.A.

The Ducati Official Club combined logo can be used without the year on materials intended for long-term use. The use of this solution must be authorised by Ducati Motor Holding S.p.A.



Il combo Ducati Official Club
The Ducati Official Club combined logo

DUCATI | Official Club 2022

DUCATI | Official Club 2022

DUCATI | Official Club 2022

Nel combo Ducati Official Club il marchio può essere sostituito con il logo Ducati quando ci sono limitazioni tecniche di riproduzione o quando la scelta di questo combo risulta più coerente e maggiormente valorizzante per il prodotto dove trova applicazione.

The shield in the Ducati Official Club combined logo can be replaced with the Ducati logo when there are technical reproduction limitations or when the choice of this version is more consistent with and better suited to the product it is used on.



Regole di applicazione Application guidelines



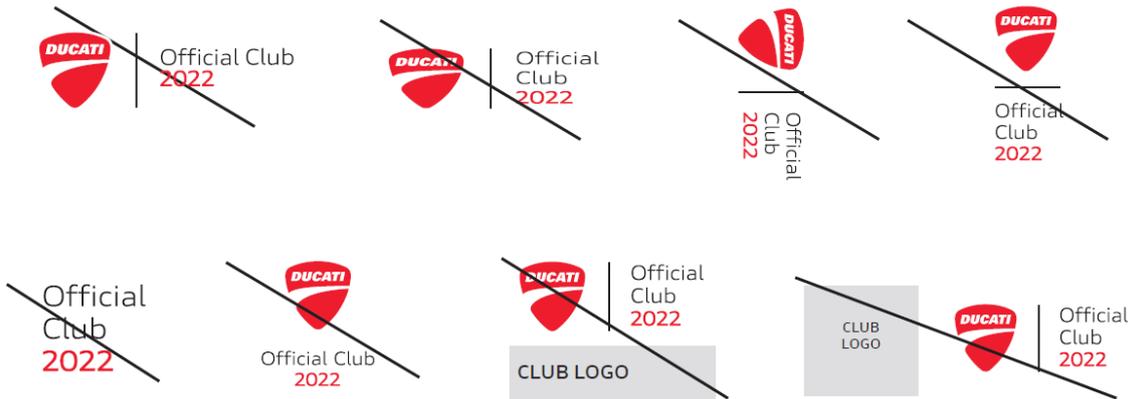
Base 1 cm

Nell'applicazione del combo Ducati Official Club bisogna tenere conto della leggibilità del marchio Ducati ospitato all'interno.
Il marchio Ducati dovrà avere una base uguale o maggiore a 1 cm e la tecnica di riproduzione deve permettere di raggiungere gli standard qualitativi Ducati.

When deciding the application of the Ducati Official Club combined logo, the legibility of the Ducati shield within the combined logo must be taken into account.
The Ducati shield must have a base equal to or greater than 1 cm and the reproduction technique used must ensure the final result meets the Ducati quality standards.



Da evitare
To be avoided



È vietato:
> modificare in alcun modo il combo Ducati Official Club;
> dividerlo per usarne solo una parte;
> integrarlo ad altre diciture o loghi contaminando la sua distintività visiva.

It is prohibited to:
> Change the Ducati Official Club combined logo in any way
> Split the combined logo and use only part of it
> Add other logotypes or logos to it, contaminating its visual distinctiveness.



Convivenza tra il marchio del Club ed il marchio Ducati Official Club
Using the Club logo and the Ducati Official Club combined logo together

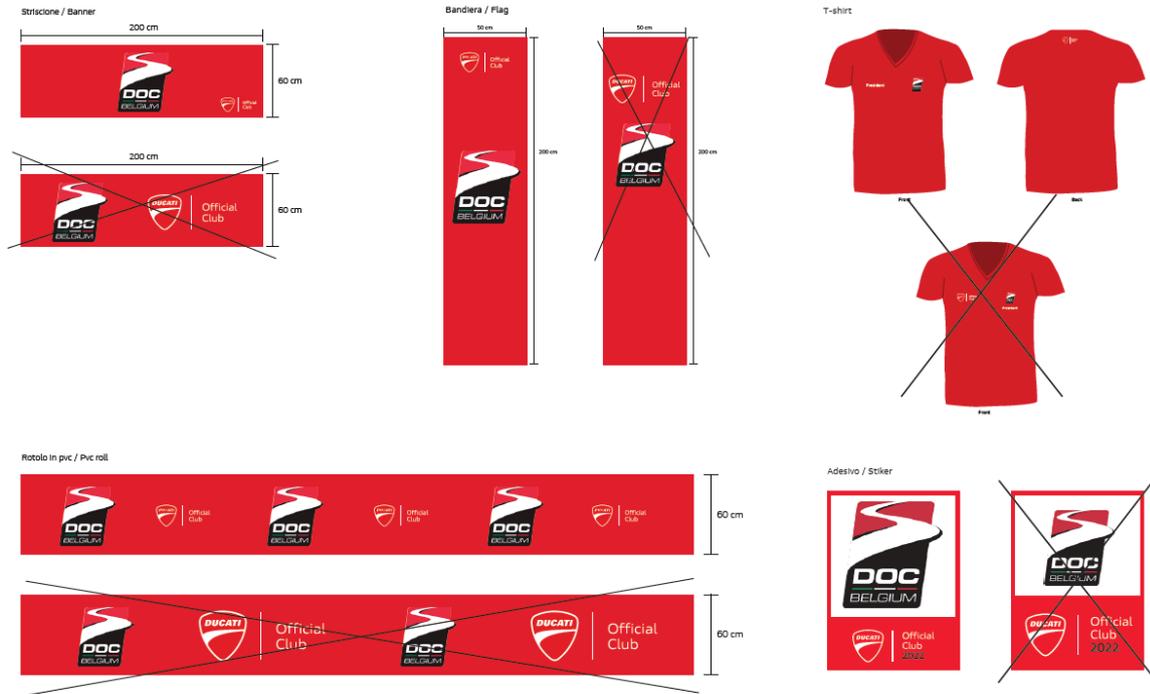


La qualifica di Ducati Official Club, ha funzione di certificazione, quindi in un layout dovrebbe figurare marginalmente in posizione discreta e in dimensioni sensibilmente inferiori rispetto al marchio Club, non creando mai un combo con esso.

The Ducati Official Club qualification serves as a certification, so in a layout it should appear marginally in a discreet position and in a considerably smaller size than the Club logo, never creating a combined logo with it.



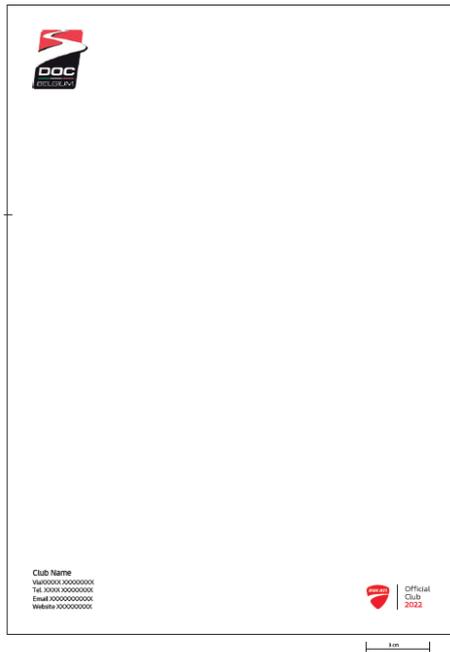
Esempi di convivenza tra marchio Club e marchio Ducati Official Club Examples of the Club logo and the Ducati Official Club logo used together





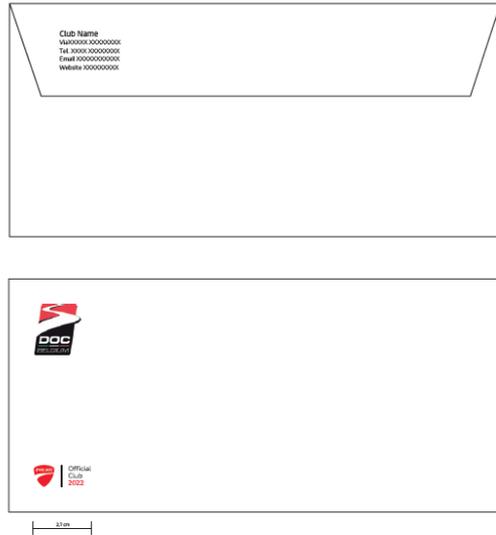
Modulistica Stationery

Carta intestata / Headed paper



Nella carta intestata il combo Ducati Official Club dovrà essere applicato con una base di 3 cm e nella busta con una base di 2,7 cm.

Busta americana / American envelope
23x11 cm



The Ducati Official Club combined logo must be applied on the headed paper with a base of 3 cm, and on the envelope with a base of 2.7 cm.



Regole per la costruzione del marchio Club Rules for the construction of the Club logo



Il marchio del Club:

- > Non deve avere al suo interno alcun nome uguale o simile a "Ducati", "Ducatista", "Desmo", ecc..
- > Non deve avere al suo interno né marchi storici Ducati, né rivisitazioni degli attuali Marchi Ducati e Ducati Corse, né di prodotti Ducati;
- > Non deve avere riferimenti a qualsiasi altro marchio commerciale;
- > Non deve avere riferimenti politici e religiosi o essere offensivo nei riguardi di una determinata razza, religione, etnia o nazionalità.

The Club logo:

- > Must not contain any name equal or similar to "Ducati", "Ducatista", "Desmo", etc.
- > Must not include any historical Ducati logos or restyling of current logos of Ducati, Ducati Corse or Ducati products
- > Must not contain any reference to any other trademark
- > Must not have political or religious references or be offensive to any race, religion, ethnicity or nationality.



Annex 4 (copy with instructions – read only)

DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter "**DPA**") is entered by and between

- (i) *Ducati Motor Holding S.p.A.* with headquarters in Via Cavalieri Ducati 3 – Bologna, Italy (hereinafter "**Controller**" or "**Company**"); and
- (ii) *[indicate the name of the Ducati Club]* with principal place of business in *[indicate the address]* ("**Processor**"),

(hereinafter individually "**Party**" and collectively "**Parties**").

WHEREAS

1. by virtue of the agreement entered into by and between the Controller and the Processor on *[indicate date]* (hereinafter "**D.O.C. Regulation**"), the Processor undertakes to comply with the provisions agreed with the Controller;
2. the activity carried out may from time to time entail the access by or the communication to the Processor of Data Subjects' information deemed as personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**"), and other applicable data protection provisions and laws; and
3. the Parties agree that the data transfers governed by this DPA fall within the scope of Article 28 of the GDPR and that the Processor acts as the data processor in compliance with the GDPR and the intention of the Parties is to use this DPA as an agreement to regulate the processing of data.

NOW, THEREFORE, all the above considered and in order to provide sufficient guarantees on the protection of privacy, freedoms and fundamental rights of natural persons in case of personal data transfers from the Controller to the Processor, the Parties hereby agree as follows:



Article 1. Purpose of the DPA and Processor's obligations

1.1 In compliance with the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR" or Regulation), as well as with Italian Legislative Decree no. 196/2003, "Personal data protection code", as amended and supplemented by Italian Legislative Decree no. 101/2018, "Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC", this DPA is aimed at regulating the processing of personal data carried out by *[name of the Ducati Club]*, acting as Processor under Art. 28 of the Regulation, on behalf and in the interest of the Controller, while conducting negotiations (hereinafter "Negotiations") and/or performing contracts (hereinafter "Contract/s") with respect to persons deemed as Data Subjects pursuant to art. 4, paragraph 1, no. 1 of the Regulation.

1.2 The Processor hereby declares and guarantees that any personal data it will come into contact with, both while conducting Negotiations and performing Contracts, are and shall be collected, processed and communicated in compliance with the rules referred to in the Regulation and in the Italian Legislative Decree no. 196/2003, subject to an appropriate privacy notice and based on a valid legal basis.

1.3 In this regard, the Processor shall indemnify and hold Ducati harmless from and against any claim deriving from the failure or incorrect fulfilment of the aforementioned obligations, thus undertaking to indemnify Ducati in case of damages, costs, expenses (including legal fees) borne by this latter as a result of the possible imposition of administrative sanctions and/or Data Subjects' appeals.

1.4 The Processor shall also provide Ducati, upon explicit request of this latter, with appropriate documentation suitable to prove the fulfilment of the aforementioned obligations, and shall allow any control on the regularity of the adopted procedures that Ducati shall deem as appropriate.

Article 2. Effectiveness and duration

2.1 This DPA shall become effective upon its execution and acceptance by the Parties and shall be applicable to each legal relationship signed between parties.

2.2 Processing duration.

Without prejudice to the provisions established in any individual Contracts entered into, the duration of the processing hereunder is linked thereto; once the Contracts are terminated, the Processor shall destroy the processed data or keep the data strictly necessary for the period strictly necessary for the legal obligations, according to the law and in compliance with the privacy legislation and its own policy.

Article 3. Protection of personal data which Ducati is Controller of

The provisions contained in this and the following articles are considered as implementing the legislative requirements established by the GDPR Regulation (in particular pursuant to art. 28 of the Regulation), with reference to the personal data that *[name of the Ducati Club]* processes on behalf of the Controller.



Article 4. Definitions

4.1 The Parties agree that the terms used in this article, but not otherwise defined here below or in the Contracts, where entered into, shall have the meanings assigned thereto in the GDPR.

- "Contract" shall mean any contract/s entered into by and between the Controller and *[name of the Ducati Club]*, which this DPA is an integral part of, or in any case any contractual agreement or other legal act entered into or performed by and between Ducati and *[name of the Ducati Club]* as to regulate the relationships between the Parties and involving the processing of personal data which Ducati is the Controller of;
- "Union Law" shall mean any EU source of law governing personal data protection which the Controller, the Processor and any Sub-Processors are subject to;
- "Member State Law" shall mean any source of law of the Member State governing personal data processing which the Parties are subject to: in particular, Italian Legislative Decree no. 196/2003, "Personal data protection code", as amended and supplemented by Italian Legislative Decree no. 101/2018 of "Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)";
- "Regulation" shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- "Processed Personal Data" shall mean the Data Subjects' personal data processed by *[name of the Ducati Club]* on behalf of the Controller and the Data Subjects themselves, during Negotiations and in the performance of the activities covered by the Contract/s;
- "Processing" shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, in the availability of the Controller, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- "Services" shall mean all types of activities, including those referred to in article 1.2 above, carried out by *[name of the Ducati Club]* in favour of the Controller in the performance of this DPA, as well as of the Contract/s;
- "Controller" shall mean the data controller as defined under art. 4, paragraph 1, no. 7) of the Regulation;
- "Processor" shall mean the data processor as defined under art. 4, paragraph 1, no. 8) of the Regulation;
- "Sub-Processor" shall mean the Processor appointed by *[name of the Ducati Club]* for the processing of some personal data;
- "Appropriate Security Measures" shall mean technical and organisational security measures, as defined by art. 32 of the Regulation;



- "Breach of Personal Data" (or data breach) shall mean the security breach that involves the unintentional or unlawful destruction, loss, modification, unauthorised disclosure or access to data provided, stored or otherwise processed.

Article 5. General Conditions

5.1 *[name of the Ducati Club]* has been selected by the Controller to perform the "Contract", as it has declared and guaranteed that it will provide sufficient guarantees in the implementation of appropriate technical and organisational measures that meet the requirements of the Regulation, thus ensuring the protection of Data Subjects' rights during Negotiations and in the performance of the activities being the subject-matter of the Contract/s.

5.2 In relation to the processing of personal data in the availability of the Controller, *[name of the Ducati Club]* shall act as Processor, pursuant to art. 28 of the Regulation, and shall limit the processing to what is strictly necessary for the performance of Negotiations and the Contract/s and to process data only according to the instructions provided by the Controller by virtue of the contract and this DPA.

5.3 By signing this DPA *[name of the Ducati Club]*, shall agree and undertake to comply with the principles and obligations deriving from the Regulation, with particular reference to those intended for the Processor as set forth by the Regulation and the law of the Member State.

5.4 The elements of the processing, as indicated in art. 28, paragraph 3 of the Regulation, are reported in details as follows.

Article 6. Appointment of Processors, pursuant to art. 28, paragraph 2 of the Regulation, for the performance of the Services

6.1 The Controller authorizes, in general, *[name of the Ducati Club]* to appoint Sub-Processors, who shall be acting as other processors pursuant to art. 28, paragraph 2 of the Regulation, for the performance of the Services (hereinafter "Sub-Processors").

6.2 Any Sub-Processors appointed by *[name of the Ducati Club]* shall be subject to the same legislative and contractual obligations which *[name of the Ducati Club]* is subject to as Processor.

6.3 That being the case, *[name of the Ducati Club]* shall inform Ducati of the appointed Sub-Processors and of their addition or replacement so as to give Ducati the opportunity to oppose these changes.

6.4 In the event that, for the performance of the "Contract", the Processor appoints Sub-Processors established in countries other than those belonging to the European Economic Area, personal data shall be transferred based on the adoption of an adequacy decision or, in any case, on suitable safeguards, pursuant to articles 44 and following of the Regulation, including, if necessary, the acceptance, signed by the data importer, of the standard data protection clauses approved by the European Commission pursuant to art. 93, paragraph 2 of the Regulation, or the adoption of binding corporate rules pursuant to art. 47 of the Regulation.



Article 7. Confidentiality clause

The Processor is responsible for the confidentiality of data, even after the termination of the "Contract", and shall have the persons authorised to process Ducati's personal data as well as its employees to comply with the same confidentiality obligations.

Article 8. Data subject to the Processing

Any operation or set of operations, as necessary for the performance of the activities covered by the Contract, which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Article 9. Nature of the processing

Paper and digital processing.

Article 10. Data Processing Purposes

Purposes related to the provision of services performed by *[name of the Ducati Club]*.

Article 11. Type of personal data and categories of Data Subjects

- *common personal data*: the name;
- *identification data*: residence and domicile address, citizenship, e-mail address, telephone number, mobile number, tax identification code, age, sex, place and date of birth, identity card, qualification, employment status, company membership, professional role and organisational area, type of contract, type of discomfort (necessary to fulfil Law obligations or Regulations);
- *categories*: the Data Subjects whose data are processed by Ducati as Controller.

Article 12. Processor's obligations and Data Subjects' rights

12.1 The Processor shall take all necessary security measures so as to ensure that data are processed in a lawful, correct and transparent way, in a purpose-limited manner and with minimisation, accuracy, limited retention period, integrity and confidentiality.

12.2 The Processor shall adopt an adequate level of security so as to mitigate the risks deriving from destruction, loss, modification, unauthorised disclosure or access, in an accidental or illegal manner, to personal data transferred, stored and processed in any way.

12.3 Taking into account the nature of the processing, these security measures may include:

- the ability to ensure confidentiality, integrity and availability on a permanent basis
- and the resilience of processing systems and services;
- the ability to promptly restore the availability and access of personal data in the event of a physical or technical incident;
- a procedure for testing, checking and regularly assessing the effectiveness of the security measures;
- an internal procedure to promptly notify the Controller in the event of a data breach;
- a processing register to be kept.



12.4 The Processor shall support the Controller, with adequate security measures, in facilitating the exercise of the rights and in satisfying the requests of the Data Subjects.
12.5 The Processor shall support the Controller in obtaining the approval of the Supervisory Authorities for the protection of personal data, if necessary.

Article 13. Second-party audit

The Processor shall provide the Controller with all the information necessary to prove compliance with the obligations established by the current privacy legislation.

Article 14. Persons authorised to process data

[name of the Ducati Club] is required to:

14.1 in performing the activities related to the Negotiations as well as the Contract/s, to take all reasonable measure so as to ensure the reliability of each person who shall have access to personal data in the availability of the Controller, due to any working and co-operation relationship established with *[name of the Ducati Club]*;

14.2 to guarantee that the persons authorised to process personal data have received adequate instructions for compliance with the provisions referred to in the Regulation;

Article 15. Authorised signatories

This document shall be signed by the corporate Resources having the necessary powers.

Signature of the Controller

Signed by **Ducati Motor Holding S.p.A.**

Name: _____

Title: _____

Date: _____

Signed:

Signature of the Processor

Signed by *[name of the Ducati Club]*:

Name: *["Name and surname" of Club's President]*

Title: *["President of the Ducati Club"]*

Date: _____

Signed:



Annex 5 (to be completed and signed)

DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter "**DPA**") is entered by and between

(i) *Ducati Motor Holding S.p.A.* with headquarters in Via Cavalieri Ducati 3 – Bologna, Italy (hereinafter "**Controller**" or "**Company**"); and

(ii) _____ with principal place of business in _____ ("**Processor**"),

(hereinafter individually "**Party**" and collectively "**Parties**").

WHEREAS

4. by virtue of the agreement entered into by and between the Controller and the Processor on _____ (hereinafter "**D.O.C. Regulation**"), the Processor undertakes to comply with the provisions agreed with the Controller;
5. the activity carried out may from time to time entail the access by or the communication to the Processor of Data Subjects' information deemed as personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**"), and other applicable data protection provisions and laws; and
6. the Parties agree that the data transfers governed by this DPA fall within the scope of Article 28 of the GDPR and that the Processor acts as the data processor in compliance with the GDPR and the intention of the Parties is to use this DPA as an agreement to regulate the processing of data.

NOW, THEREFORE, all the above considered and in order to provide sufficient guarantees on the protection of privacy, freedoms and fundamental rights of natural persons in case of



personal data transfers from the Controller to the Processor, the Parties hereby agree as follows:

Article 1. Purpose of the DPA and Processor's obligations

1.1 In compliance with the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR" or Regulation), as well as with Italian Legislative Decree no. 196/2003, "Personal data protection code", as amended and supplemented by Italian Legislative Decree no. 101/2018, "Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC", this DPA is aimed at regulating the processing of personal data carried out by _____, acting as Processor under Art. 28 of the Regulation, on behalf and in the interest of the Controller, while conducting negotiations (hereinafter "Negotiations") and/or performing contracts (hereinafter "Contract/s") with respect to persons deemed as Data Subjects pursuant to art. 4, paragraph 1, no. 1 of the Regulation.

1.2 The Processor hereby declares and guarantees that any personal data it will come into contact with, both while conducting Negotiations and performing Contracts, are and shall be collected, processed and communicated in compliance with the rules referred to in the Regulation and in the Italian Legislative Decree no. 196/2003, subject to an appropriate privacy notice and based on a valid legal basis.

1.3 In this regard, the Processor shall indemnify and hold Ducati harmless from and against any claim deriving from the failure or incorrect fulfilment of the aforementioned obligations, thus undertaking to indemnify Ducati in case of damages, costs, expenses (including legal fees) borne by this latter as a result of the possible imposition of administrative sanctions and/or Data Subjects' appeals.

1.4 The Processor shall also provide Ducati, upon explicit request of this latter, with appropriate documentation suitable to prove the fulfilment of the aforementioned obligations, and shall allow any control on the regularity of the adopted procedures that Ducati shall deem as appropriate.

Article 2. Effectiveness and duration

2.1 This DPA shall become effective upon its execution and acceptance by the Parties and shall be applicable to each legal relationship signed between parties.

2.2 Processing duration.

Without prejudice to the provisions established in any individual Contracts entered into, the duration of the processing hereunder is linked thereto; once the Contracts are terminated, the Processor shall destroy the processed data or keep the data strictly necessary for the period strictly necessary for the legal obligations, according to the law and in compliance with the privacy legislation and its own policy.

Article 3. Protection of personal data which Ducati is Controller of

The provisions contained in this and the following articles are considered as implementing the legislative requirements established by the GDPR Regulation (in particular pursuant to



art. 28 of the Regulation), with reference to the personal data that _____ processes on behalf of the Controller.

Article 4. Definitions

4.1 The Parties agree that the terms used in this article, but not otherwise defined here below or in the Contracts, where entered into, shall have the meanings assigned thereto in the GDPR.

- "Contract" shall mean any contract/s entered into by and between the Controller and _____, which this DPA is an integral part of, or in any case any contractual agreement or other legal act entered into or performed by and between Ducati and _____ as to regulate the relationships between the Parties and involving the processing of personal data which Ducati is the Controller of;
- "Union Law" shall mean any EU source of law governing personal data protection which the Controller, the Processor and any Sub-Processors are subject to;
- "Member State Law" shall mean any source of law of the Member State governing personal data processing which the Parties are subject to: in particular, Italian Legislative Decree no. 196/2003, "Personal data protection code", as amended and supplemented by Italian Legislative Decree no. 101/2018 of "Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)";
- "Regulation" shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- "Processed Personal Data" shall mean the Data Subjects' personal data processed by _____ on behalf of the Controller and the Data Subjects themselves, during Negotiations and in the performance of the activities covered by the Contract/s;
- "Processing" shall mean any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, in the availability of the Controller, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- "Services" shall mean all types of activities, including those referred to in article 1.2 above, carried out by _____ in favour of the Controller in the performance of this DPA, as well as of the Contract/s;
- "Controller" shall mean the data controller as defined under art. 4, paragraph 1, no. 7) of the Regulation;
- "Processor" shall mean the data processor as defined under art. 4, paragraph 1, no. 8) of the Regulation;
- "Sub-Processor" shall mean the Processor appointed by _____ for the processing of some personal data;



- "Appropriate Security Measures" shall mean technical and organisational security measures, as defined by art. 32 of the Regulation;
- "Breach of Personal Data" (or data breach) shall mean the security breach that involves the unintentional or unlawful destruction, loss, modification, unauthorised disclosure or access to data provided, stored or otherwise processed.

Article 5. General Conditions

5.1 _____ has been selected by the Controller to perform the "Contract", as it has declared and guaranteed that it will provide sufficient guarantees in the implementation of appropriate technical and organisational measures that meet the requirements of the Regulation, thus ensuring the protection of Data Subjects' rights during Negotiations and in the performance of the activities being the subject-matter of the Contract/s.

5.2 In relation to the processing of personal data in the availability of the Controller, _____ shall act as Processor, pursuant to art. 28 of the Regulation, and shall limit the processing to what is strictly necessary for the performance of Negotiations and the Contract/s and to process data only according to the instructions provided by the Controller by virtue of the contract and this DPA.

5.3 By signing this DPA _____, shall agree and undertake to comply with the principles and obligations deriving from the Regulation, with particular reference to those intended for the Processor as set forth by the Regulation and the law of the Member State.

5.4 The elements of the processing, as indicated in art. 28, paragraph 3 of the Regulation, are reported in details as follows.

Article 6. Appointment of Processors, pursuant to art. 28, paragraph 2 of the Regulation, for the performance of the Services

6.1 The Controller authorizes, in general, _____ to appoint Sub-Processors, who shall be acting as other processors pursuant to art. 28, paragraph 2 of the Regulation, for the performance of the Services (hereinafter "Sub-Processors").

6.2 Any Sub-Processors appointed by _____ shall be subject to the same legislative and contractual obligations which _____ is subject to as Processor.

6.3 That being the case, _____ shall inform Ducati of the appointed Sub-Processors and of their addition or replacement so as to give Ducati the opportunity to oppose these changes.

6.4 In the event that, for the performance of the "Contract", the Processor appoints Sub-Processors established in countries other than those belonging to the European Economic Area, personal data shall be transferred based on the adoption of an adequacy decision or, in any case, on suitable safeguards, pursuant to articles 44 and following of the Regulation, including, if necessary, the acceptance, signed by the data importer, of the standard data protection clauses approved by the European Commission pursuant to art. 93, paragraph 2 of the Regulation, or the adoption of binding corporate rules pursuant to art. 47 of the Regulation.



Article 7. Confidentiality clause

The Processor is responsible for the confidentiality of data, even after the termination of the "Contract", and shall have the persons authorised to process Ducati's personal data as well as its employees to comply with the same confidentiality obligations.

Article 8. Data subject to the Processing

Any operation or set of operations, as necessary for the performance of the activities covered by the Contract, which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Article 9. Nature of the processing

Paper and digital processing.

Article 10. Data Processing Purposes

Purposes related to the provision of services performed by _____.

Article 11. Type of personal data and categories of Data Subjects

- *common personal data*: the name;
- *identification data*: residence and domicile address, citizenship, e-mail address, telephone number, mobile number, tax identification code, age, sex, place and date of birth, identity card, qualification, employment status, company membership, professional role and organisational area, type of contract, type of discomfort (necessary to fulfil Law obligations or Regulations);
- *categories*: the Data Subjects whose data are processed by Ducati as Controller.

Article 12. Processor's obligations and Data Subjects' rights

12.1 The Processor shall take all necessary security measures so as to ensure that data are processed in a lawful, correct and transparent way, in a purpose-limited manner and with minimisation, accuracy, limited retention period, integrity and confidentiality.

12.2 The Processor shall adopt an adequate level of security so as to mitigate the risks deriving from destruction, loss, modification, unauthorised disclosure or access, in an accidental or illegal manner, to personal data transferred, stored and processed in any way.

12.3 Taking into account the nature of the processing, these security measures may include:

- the ability to ensure confidentiality, integrity and availability on a permanent basis
- and the resilience of processing systems and services;
- the ability to promptly restore the availability and access of personal data in the event of a physical or technical incident;
- a procedure for testing, checking and regularly assessing the effectiveness of the security measures;
- an internal procedure to promptly notify the Controller in the event of a data breach;
- a processing register to be kept.



12.4 The Processor shall support the Controller, with adequate security measures, in facilitating the exercise of the rights and in satisfying the requests of the Data Subjects.
 12.5 The Processor shall support the Controller in obtaining the approval of the Supervisory Authorities for the protection of personal data, if necessary.

Article 13. Second-party audit

The Processor shall provide the Controller with all the information necessary to prove compliance with the obligations established by the current privacy legislation.

Article 14. Persons authorised to process data

_____ is required to:

14.1 in performing the activities related to the Negotiations as well as the Contract/s, to take all reasonable measure so as to ensure the reliability of each person who shall have access to personal data in the availability of the Controller, due to any working and co-operation relationship established with_____;

14.2 to guarantee that the persons authorised to process personal data have received adequate instructions for compliance with the provisions referred to in the Regulation;

Article 15. Authorised signatories

This document shall be signed by the corporate Resources having the necessary powers.

Signature of the Controller

Signed by **Ducati Motor Holding S.p.A.**

Name: _____

Title: _____

Date: _____

Signed:

Signature of the Processor

Signed by: _____

Name: _____

Title: _____

Date: _____

Signed:
